

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records:

Your social security number or your driver's license number.

MINERAL AND ROYALTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

1. That Abel Lopez and wife, Yolanda Cardoza, hereinafter referred to as Grantor (whether one or more), for Ten Dollars (\$10.00) and other valuable consideration paid by Precision Capital, L.P., 3504 Hanover Street, Dallas, TX 75225, and Hayden Holdings L.L.C., P.O. Box 470951, Fort Worth, TX 76147, hereinafter referred to as Grantee (whether one or more), the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto Grantee, (Precision Capital, L.P., owning 75%, Hayden Holdings L.L.C., owning 25%) its heirs, successors and assigns, forever, subject to the matters stated below, all of Grantor's undivided interest in and to all of the oil, gas, and other minerals, including without limitation, all of the oil royalty, gas royalty, overriding royalty, royalty in casinghead gas and gasoline in, on and under, and that may be produced from, the following lands (the "Lands"), to wit:

0.192 acres of land, more or less, being Lot(s) 3, out of the R.C. Taylor Subdivision of the South 1/2 of Block 1, J.H. Davis Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, thereof, Recorded in Volume 1933 Page 495 of the Plat Records of Tarrant County, Texas. NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LANDS INDIVIDUALLY DESCRIBED ABOVE ARE SET OUT FOR THE CONVENIENCE OF THE PARTIES AND SHALL NOT BE INTERPRETED AS LIMITING THIS GRANT.

2. The "Lands" subject to this conveyance also include all strips, gores, roadways, water bottoms, and other lands adjacent to or contiguous with the lands specifically described above and owned or claimed by Grantor including streets, easements and alleyways adjacent thereto and any riparian rights. If the description above proves incorrect in any respect or does not include these adjacent or contiguous lands, Grantor shall without additional consideration, execute, acknowledge, and deliver to Grantee its successors and assigns, such instruments as are useful or necessary to correct the description and evidence such correction in the appropriate public records.

3. FOR THE SAME CONSIDERATION, Grantor also sells, assigns, transfers, and conveys to Grantee, its successors and assigns, by this deed (i) the rights of ingress, egress, and possession at all times to mine, drill, and explore the Lands for oil, gas, and other minerals, and to produce, store, dehydrate, compress, treat, process, transport, market and remove them from the Lands, and to exercise all other rights lawfully belonging to the oil, gas, and mineral estate; (ii) each valid and subsisting oil, gas, and/or other mineral lease (the "Lease", whether one or more) evidenced in the public records of the above-named county, insofar as it covers the Lands (and this conveyance is made subject to each such Lease, insofar as it covers the Lands) together with all royalties, shut-in royalties, delay rentals paid to extend the term within which operations may be conducted on the Lands, and other rights and interests under each such Lease, insofar as it covers the Lands; (iii) without limitation, all royalties, oil payments, gas payments, production payments, revenues, payments, accounts, suspended funds, refunds, interest on overdue payments, and other things of value payable by any lessee, operator, purchaser of production, seller of production, or other parties or party whatsoever, with respect to any oil, gas, and/or other minerals produced from, or attributable to the Lands before the date of this conveyance (including all such production in any tank, truck, rail car, or pipeline); (iv) all liens and security interests securing the payment of such sums; (v) all rights, claims, and causes of action of Grantor with respect to such sums, including, without limitation, claims for the underpayment of past royalties; and (vi) all of Grantor's future interests and after acquired title in and to the above described mineral and royalty interests, insofar as they cover said Lands. **The effective date of this conveyance, and Grantees rights hereunder, is the date of first production of any oil, gas and/or other minerals produced from, or attributable to said Lands.**

4. POWER OF ATTORNEY, coupled with the interest herein conveyed, Grantor does hereby irrevocably appoint and constitute Precision Capital, L.P. as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, correction deeds or conveyances, amendments of description, amendments of Grantor's capacity, including typographical errors, and all other instruments as may be necessary for this conveyance of interest, so that Precision Capital, L.P. may act in Grantor's place and stead for this limited purpose only. Precision Capital, L.P. is also given, through this provision, the authority to correct the description of the property being conveyed, if necessary, to show the actual description of all properties owned by Grantor as reflected by the county Records in which said properties are located. This is a Durable Power of Attorney and is not affected by the subsequent disability or incapacity of the principal.

5. PARTIES AGREEMENT TO MEDIATION AND/OR ARBITRATION, IN THE EVENT OF ANY DISPUTE (AS DEFINED HEREIN BELOW) ARISING OUT OF OR RELATING TO THE GRANTOR'S EXECUTION AND DELIVERY OF THIS CONTRACT, OR THE BREACH THEREOF, THE PARTIES FIRST AGREE TO PARTICIPATE IN AT LEAST FOUR (4) HOURS OF MEDIATION IN ACCORDANCE WITH THE COMMERCIAL MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BEFORE HAVING RECOURSE TO ARBITRATION. If the mediation procedure provided for herein does not resolve any such dispute, the parties agree that all disputes between the parties shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (and all amendments thereto if any). Judgment upon the award rendered by the arbitrator may be entered in any Court having Jurisdiction. The term "dispute" shall include, but is not limited to, all claims, demands and causes of action of any nature, whether in contract or in tort, at law or in equity, or arising under or by virtue of any statute or regulation or judicial reason, that are now recognized by law or that may be created or recognized in the future, for resulting past, present and future personal injuries, contract damages, intentional and/or malicious conduct, actual and/or constructive fraud, statutory and/or common law fraud, class action suit, misrepresentations of any kind and/or character, liable, slander, negligence, gross negligence, and/or deceptive trade practices/consumer protection act damages, and for all other losses, damages and/or remedies of any kind and/or character, including without limitation, all actual damages, exemplary and punitive damages, all attorneys' fees, all penalties of any kind, prejudgment interest and costs of court by virtue of the matters alleged and/or matters arising between the parties. The award of the arbitrator issued pursuant hereto shall be final, binding and non-appealable.

EXEMPLARY & PUNITIVE DAMAGES: Parties hereby waive any rights to punitive or exemplary damages and the Arbitrator(s) will not have the authority to award exemplary or punitive damages to either party.

6. CHOICE OF VENUE: This contract is performable in Tarrant County, Texas. Any and all claims (without limitation) arising out of Grantor's execution of this contract shall be resolved in Tarrant County, Texas.

7. This instrument may be executed in multiple counterparts. Each counterpart is an original, and all counterparts together are one and the same instrument. This instrument binds each person who executes it, regardless of whether any other person executes it.

8. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their (as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors, administrators, executors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the following signatures, this 1 day of November, 2010, A.D.

X Abel Lopez

X Yolanda Cardoza

X _____

X _____

THE STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Abel Lopez personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she, being informed of the contents of same, executed the foregoing instrument for the purpose and consideration therein expressed and appeared to be of sound mind and under no fraud, duress or undue influence.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of November, 2010, A.D.

My Commission Expires:

8.31.14

[Signature]
Notary Signature Here
Notary Public in and for the State of Texas

THE STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUNTY OF TARRANT

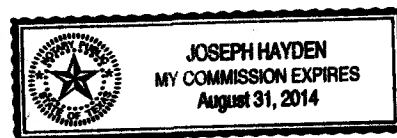
BEFORE ME, the undersigned authority, on this day personally appeared Yolanda Cardoza personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she, being informed of the contents of same, executed the foregoing instrument for the purpose and consideration therein expressed and appeared to be of sound mind and under no fraud, duress or undue influence.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of November, 2010, A.D.

My Commission Expires:

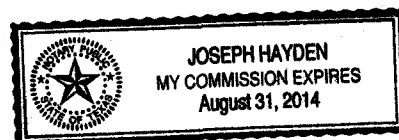
8.31.14

[Signature]
Notary Signature Here
Notary Public in and for the State of Texas



This document prepared by, and after recording please return to:

Precision Capital, L.P.
3504 Hanover Street
Dallas, TX 75225



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PRECISION CAPITAL LP
3504 HANOVER STREET
DALLAS, TX 75225

Submitter: J HAYDEN

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/1/2010 4:10 PM

Instrument #: D210270912

D

3

PGS

\$20.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210270912

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD